

CHARITABLE DISTRIBUTION AGREEMENT

Whereas, Autumn Health Services of Kennebunk, Inc. and Autumn Health Services of Kennebunk II, Inc. (collectively, "Autumn Health") anticipate entering into an agreement to sell assets to a Purchaser (the "Conversion Transaction"), pursuant to which certain proceeds (the "Conversion Proceeds") will be distributed to a charitable organization under a Charitable Distribution Plan to be approved by the Superior Court pursuant to 5 M.R.S.A. §194-F;

Whereas, Autumn Health desires to ensure that the Conversion Proceeds are safeguarded and used for appropriate charitable purposes to benefit senior citizens in York County, Maine; and

Whereas, Kennebunk Savings Bank Foundation (the "Foundation") is a Maine Nonprofit Corporation exempt from Federal Income Tax as described in section 501(c)(3) of the Internal Revenue Code, with a history of making grants to support charitable programs and organizations in the local community;

Autumn Health and Kennebunk Savings Bank Foundation hereby agree as follows:

- A. *Establishment of Fund.*** The Conversion Proceeds distributed to the Foundation pursuant to the Charitable Distribution Plan will be held as the HUNTINGTON COMMON CHARITABLE FUND FOR SENIORS OF THE KENNEBUNK SAVINGS BANK FOUNDATION (the "Fund").
- B. *Additional Contributions.*** The Foundation is authorized to accept additional contributions to the Fund on terms substantially similar to those set forth herein.
- C. *Distributions / Expenditures.*** The income and principal of the Fund shall be distributed and/or used for charitable purposes to benefit senior citizens in York County, Maine. The Fund shall make grants to organizations qualified as public charities under sections 501(c)(3) and 509(a) of the Internal Revenue Code. The Fund may make expenditure responsibility grants and program related investments so long as all legal requirements are satisfied. The Fund also may engage in direct charitable activities, for example and without limitation, by: (i) paying professional musicians to perform at a senior housing facility, or (ii) making direct distributions to senior citizens in need of housing aid, pursuant to a program to be developed in consultation with the Board of Advisors.
- D. *Board of Advisors.*** The initial Board of Advisors shall consist of David McConnell, Ed.D, William Gilpatric, and three (3) other members to be selected by the Foundation. Any vacancy resulting from an Advisor's resignation, incapacity, death, or removal shall be filled by the Foundation after consultation with the remaining Advisors. The Board of Advisors shall have at least three members and no more than five members, the exact number to be determined by the Foundation. The Board of Advisors shall serve

at the pleasure of the Foundation and may be removed with or without cause by the Foundation. The Foundation may select a staff member to attend meetings of the Board of Advisors to provide support.

The Board of Advisors shall recommend to the Foundation grants and distributions from the Fund's income and principal. The Foundation shall not compensate members of the Board of Advisors for their services to the Foundation. The Board of Advisors may recommend the engagement of advisors or consultants to the Fund, who shall be paid reasonable amounts for their services; members of the Board of Advisors shall not be eligible for such positions.

E. *Special Provision.* No officer, director, or staff member of Autumn Health who had influence over the Conversion Transaction, either at the time of the Conversion Transaction or within five years after the Conversion Transaction, may serve as an officer, director, or paid staff member of the Foundation. The Fund may not make a distribution to any organization employing for compensation any officer, director, or staff member of Autumn Health who had influence over the Conversion Transaction. This shall not prohibit grants to organizations for which any such individual serves solely in a volunteer capacity.

F. *No Private Benefit to Purchaser of Autumn Health's Assets.* The directors, officers, and staff of the Foundation will remain independent of the Purchaser and its affiliates. Grants or distributions from the Fund may not benefit the Purchaser or members of its board of directors or management. Residents of the Purchaser's facilities shall be eligible to benefit from Fund distributions on the same terms as members of the public not resident at such facilities; residence at such facilities shall not weigh in favor of or against such proposed distributions.

G. *Minimum Distribution / Perpetual Fund.* The parties recognize that the Foundation has a minimum annual distribution requirement. The parties intend that the Fund will be perpetual in nature. The Board of Advisors will recommend an annual spending policy consistent with these principles.

H. *Sole Property of Foundation.* The Fund will be the sole property of the Foundation and the Foundation reserves the right to make all final decisions regarding distributions from the Fund.

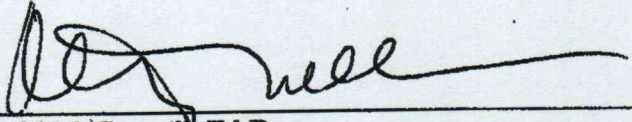
I. *Marketing and Administrative Costs, Taxes.* The parties acknowledge that the Foundation will incur taxes and administrative costs associated with the Fund, including but not limited to bookkeeping, compliance, investment oversight, and exercising due diligence over grants and distributions. The parties acknowledge that these expenses will be paid from the income and principal of the Fund. In addition, the Fund will communicate the availability of its programs to the public and incur other marketing costs, which shall be paid from the income and principal of the Fund.

J. *Identification of Grant Source.* All grants and distributions from the Fund will be accompanied by language indicating the HUNTINGTON COMMON CHARITABLE

FUND FOR SENIORS OF THE KENNEBUNK SAVINGS BANK FOUNDATION as their source.

K. *Binding on Successors.* This agreement shall be binding on the Foundation and any successor organization. In the event the Foundation ceases to operate or no longer qualifies as tax-exempt as described in section 501(c)(3) of the Internal Revenue Code, all assets of the Fund shall be distributed to another qualified charitable organization to be administered under terms substantially equivalent to those set forth herein.

We the undersigned have read this Charitable Distribution Agreement, and on behalf of our respective intentions and interests, our signatures confirm our agreement with its terms.



David McConnell, Ed.D
President, Autumn Health

11/8/05
Date



Joel W. Stevens
President, Kennebunk Savings Bank Foundation

11/15/05
Date